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Attorneys for Plaintiff Alaska State Hospital and Nursing Home Association

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

ALASKA STATE HOSPITAL AND
NURSING HOME ASSOCIATION, an
Alaska non-profit corporation,

Plaintiff,

v.

STATE OF ALASKA, DEPARTMENT
OF HEALTH AND SOCIAL
SERVICES,

Defendant.

Case No. 3AN-19-08244CI

STIPULATION FOR DISMISSAL

Plaintiff Alaska State Hospital and Nursing Home Association and Defendant Department of Health and Social Services, by and through undersigned counsel, having executed the settlement agreement attached hereto as Exhibit A, hereby stipulate pursuant to Civil Rule 41(a)(1)(B) that this action shall be dismissed with prejudice.

Stipulation for Dismissal

Alaska State Hospital and Nursing Home Assoc. v. Dept. of Health and Social Services
Case No. 3AN-19-08244CI

2019.

RESPECTFULLY SUBMITTED at Anchorage, Alaska this 2nd day of October

HOLMES WEDDLE & BARCOTT, PC
Attorneys for Plaintiff Alaska State Hospital
and Nursing Home Association

By: [Signature]
Jahna M. Lindemuth
Alaska Bar No. 9711068
Scott M. Kendall
Alaska Bar No. 0405019

KEVIN G. CLARKSON
ATTORNEY GENERAL

By: [Signature]
Steven Bookman ABN 0011071
Stacie L. Kraly
Chief Assistant Attorney General
Alaska Bar No. 9406040

Lael Harrison
Assistant Attorney General
Alaska Bar No. 0811093

ORDER

It is so ordered.

DATED at Anchorage, Alaska this _____ day of _____
2019.

The Honorable Jennifer Henderson
Superior Court Judge

Stipulation for Dismissal

Alaska State Hospital and Nursing Home Assoc. v. Dept. of Health and Social Services
Case No. 3AN-19-08244CI

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day
of October 2019, a true and correct copy
of the foregoing was sent to the
following via U.S. Mail and Email:

Stacie Kraly, Esq.
Lael Harrison, Esq.
Attorney General's Office
P.O. Box 110300
Juneau, AK 99811
stacie.kraly@alaska.gov
lael.harrison@alaska.gov


Mackenzie Milliken

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE
BETWEEN
ALASKA STATE HOSPITAL AND NURSING HOME ASSOCIATION
AND
STATE OF ALASKA, DEPARTMENT OF HEALTH AND SOCIAL SERVICES**

This Settlement Agreement and Release is entered into by and between Alaska State Hospital and Nursing Home Association and State of Alaska, Department of Health and Social Services.

Definitions

The following words and terms, as well as other capitalized words and terms used in this Agreement, shall have the meaning indicated for each:

Agreement	This Settlement Agreement and Release
Case	<i>Alaska State Hospital and Nursing Home Association v. State of Alaska, Department of Health and Social Services</i> , Case No. 3AN-19-08244CI, filed in the Superior Court for the State of Alaska, Third Judicial District at Anchorage
Claims	All claims, liabilities or causes of action of any kind, whether common law, statutory or otherwise, whether known or unknown, secured or unsecured, arising out of any conduct alleged in the Case or otherwise relating to the facts, occurrences, transactions, or other matters alleged in the Case, including without limitation any claims for costs and attorney fees in the Case
Court	The Alaska Superior Court, Third Judicial District
Defendant	State of Alaska, Department of Health and Social Services (“DHSS”)
Effective Date	The date on which this Agreement is executed by all Parties

Order	The Court's Order entered August 30, 2019 in the Case
Parties	Plaintiff and Defendant
Plaintiff	Alaska State Hospital and Nursing Home Association
Providers	Any and all providers subject to the emergency regulations challenged by the Case
Related Parties	The member organizations that belong to the Alaska State Hospital and Nursing Home Association
Released Claims	Claims expressly asserted in the Case, including rights to attorneys' fees and costs
Reserved Claims	All administrative claims or appeals challenging the proposed permanent regulations in any administrative forum, or in court appealing an administrative decision
Settlement Payment	Defendant's payments to Providers as set forth in Section 3 and 4 of this Agreement
Stipulation and Order of Dismissal	The Stipulation and Order of Dismissal with Prejudice in form and substance as attached as Exhibit D to this Agreement

RECITALS

- A. WHEREAS, the Defendant issued emergency regulations reducing the Medicaid reimbursement rates for certain providers effective July 1, 2019.
- B. WHEREAS, the Defendant issued proposed permanent regulations to have the rate reductions continue after implementation of the permanent regulations through fiscal year 2020, an administrative process that continues as of the date of this Agreement.
- C. WHEREAS, the Plaintiff sued Defendant in the Case, asserting that the emergency regulations were invalid, and that the proposed permanent regulations process was flawed, among other claims.
- D. WHEREAS, the Parties desire to effectuate a resolution of all claims and disputes in the Case.
- E. WHEREAS, neither party makes any admissions or concessions regarding their legal positions in the Case, and neither this Agreement nor the Dismissal of the Case shall be deemed or treated as an admission or concession.

- F. NOW, THEREFORE, in consideration of the mutual obligations and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. **Emergency Regulations.** In lieu of the injunction sought in the Case, the Parties agree that the emergency regulations challenged in the Case are non-enforceable pursuant to this Agreement. The Parties agree that no changes will be made to the MMIS system and Medicaid claims will continue to be paid at the FY2020 rates, however Providers may file a claim for reimbursement to be paid separately as set forth in Section 3 and 4.

2. **Permanent Regulations.** The process for implementation of the permanent regulations will continue. This Agreement has no impact on any administrative challenge to the permanent regulations, once they go final.

3. **Reimbursement to Providers.** As set forth in Reimbursement Procedures (Exhibit A), Providers are entitled to claim a one-time Settlement Payment for claims paid during the first quarter of FY20 (July 1 – September 30) under the emergency regulations. The Parties reasonably expect that all emergency regulations will become permanent on or before October 1, except with regards to mental health physician clinic Medicaid covered service rates. The Parties reasonably expect the emergency regulations with regards to mental health physician clinic rates will become permanent on or before October 30. Therefore, the period for claiming reimbursement for mental health clinics will be extended to October 30. In the unlikely event that the permanent regulations are ultimately withdrawn, invalidated, or do not go into effect for reasons unrelated to this litigation on October 1, Providers will be entitled to claim an additional separate reimbursement from October 1 to the effective date of the permanent regulation changing rates. In no event will Providers be able to claim reimbursement in any amount greater than they would have received but for the emergency regulations.

4. **Submission and Reimbursement Deadlines.** The process for reimbursing Providers will be according to Reimbursement Procedures (Exhibit A). If anything in this document related to reimbursing Providers conflicts with the provisions of Reimbursement Procedures (Exhibit A), the provisions of Reimbursement Procedures (Exhibit A) will control. The Parties will jointly draft FAQs to be used by both Parties in answering Provider questions. The Parties will endeavor to have the FAQs drafted and posted by October 15, 2019.

5. **Plaintiff's Release of Claims.** Plaintiff, effective as of the Effective Date, hereby releases, acquits and forever discharges Defendant from all Released Claims. Plaintiff represents and warrants that the Released Claims hereby released in this Paragraph 5 have not previously been assigned, sold or otherwise transferred, voluntarily or involuntarily, absolutely or for security. Plaintiff and its attorneys represent that they will not aid or assist any Providers in again asserting the Released Claims in a similar action.

6. **Defendant's Release of Claims.** Defendant, effective as of the Effective Date, hereby releases, acquits and forever discharges Plaintiff from any and all Released Claims. Defendant represents and warrants that the Released Claims hereby released by this Paragraph 6

have not previously been assigned, sold or otherwise transferred, voluntarily or involuntarily, absolutely or for security.

7. **Reserved Claims.** Notwithstanding the releases in Paragraphs 5 and 6, the Reserved Claims are not dismissed, settled or otherwise impacted by this Agreement. The Parties expressly agree that neither this Agreement nor the dismissal of the Case shall prejudice Plaintiff or any Providers from bringing any administrative appeals or administrative actions related to the permanent regulations.

8. **No Other Consideration.** There is no consideration for the conveyances and mutual releases given in this Agreement other than as described in this Agreement. All Parties acknowledge, represent and warrant that each has received adequate consideration for executing this Agreement.

9. **Dismissal of the Case.** On or immediately after the Effective Date, the Parties shall file the Stipulation and Order of Dismissal dismissing the Case with prejudice in substantially the same form as Exhibit D. This Agreement shall be an exhibit to the Stipulation. The Parties agree that the Order entered August 30, 2019, is not subject to appeal, and is finally resolved by the dismissal.

10. **Press.** In order to coordinate communications with the press, the Parties agree that the Agreement shall be filed with the Court with the Stipulation and Order of Dismissal, as provided in Paragraph 9, in order to make this Agreement public, and that neither party will discuss any terms of the settlement with the press until after both Parties have confirmation that the Stipulation and Order of Dismissal has been filed. The Parties will attempt to draft a joint press release, but neither Party is obligated to make or refrain from any statement regardless whether a joint press release is issued.

11. **Scope of Releases.** The Parties desire to dispose of all controversies and disputes expressly alleged in the Case, and each Party agrees it will bear its own attorneys' fees and costs. Notwithstanding the foregoing, the mutual releases contained in this Agreement shall not impact the Reserved Claims, and shall not be deemed or construed to constitute a release or discharge by or between the Parties of any of the obligations, representations or liabilities created by this Agreement.

12. **Miscellaneous.**

a. The terms and provisions of this Agreement are binding upon, and shall inure to the benefit of the Parties and their respective officers, directors, shareholders, employees, successors, assigns, insurers, representatives, agents and attorneys, and all persons or entities in privity with them or any of them.

b. This Agreement constitutes the entire agreement among the Parties regarding settlement and compromise of the Claims, and supersedes any and all prior oral or written agreements, arrangements, understandings or representations between the Parties on all subjects that in any way relate to the settlement and compromise of the matters described in this Agreement. This Agreement is subject to modification, waiver or addition only by means of written amendment signed by the Parties.

c. In entering into this Settlement Agreement, each party represents and warrants that it has relied upon its own knowledge and judgment and the advice of counsel. It is expressly understood, agreed, and warranted that, in entering into this Settlement Agreement, no party hereto has acted in reliance upon any representation, warranty, advice, or action by any other party hereto except as specifically set forth herein.

d. This Agreement has been prepared by the joint efforts of the Parties and their respective attorneys. Accordingly, this Agreement shall not be construed or interpreted in favor of or against any Party or Parties by reason of the participation of the Party in the preparation of this Agreement.

e. Each Party represents that it has read this Agreement completely and understands its contents. Each Party further represents that it executes this Agreement freely and voluntarily and not as the result of duress or financial disadvantage.

f. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, including email or facsimile transmittals, each of which when so executed shall be deemed an original, but all such counterparts, when taken together, shall constitute but one and the same Agreement.

g. The Parties agree to use best efforts to effectuate the Agreement and to take such further action and execute such additional documents as may be necessary or appropriate to carry out the provisions and purposes of this Agreement, including without limitation, when necessary and proper, signing or exercising best efforts to obtain all signatures to fully document or give full effect to the releases granted under this Agreement.

h. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Alaska. The Parties further stipulate and agree that the Superior Court for the State of Alaska, Third Judicial District, shall have jurisdiction over any action concerning this Agreement, and that the venue for any action concerning this Agreement shall be in Anchorage, Alaska.

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Plaintiff:

ALASKA STATE HOSPITAL AND NURSING HOME ASSOCIATION

By: Becky Hultberg

Printed Name: Becky Hultberg

Its: President/CEO

Date: 10-2-19

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

)

THIS IS TO CERTIFY that on the 2nd day of October, 2019, at Anchorage, Alaska, before me personally appeared Becky Hultberg, whom I know; and he/she acknowledged to me that he/she executed the foregoing document; that he/she knew the contents thereof and that the same was his/her free and voluntary act.

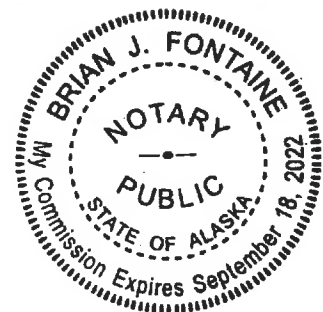
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: 9-18-2022

APPROVED AS TO FORM:

[Signature]
Jahna Lindemuth
Scott Kendall
Counsel for Plaintiff

Date Approved as to Form: 10/2/19



Defendant:

STATE OF ALASKA, DEPARTMENT OF HEALTH AND SOCIAL SERVICES

By: [Signature]

Printed Name: Adam R Cram

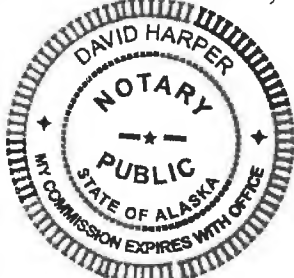
Its: Commissioner

Date: 10/2/19

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)
_____)

THIS IS TO CERTIFY that on the 2nd day of October, 2019, at Anchorage, Alaska, before me personally appeared Adam R. Cram, whom I know; and he/she acknowledged to me that he/she executed the foregoing document; that he/she knew the contents thereof and that the same was his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



[Signature]
NOTARY PUBLIC in and for Alaska
My Commission Expires: W/O

APPROVED AS TO FORM:

[Signature] Steven Bookman
Stacie Kraly
Lael Harrison
Counsel for Defendant

Date Approved as to Form: 10/2/19

Exhibit A – Reimbursement Procedures

1. DHSS shall notify all Medicaid providers by Remittance Advice (RA) in the first weekly RA cycle after the Agreement is signed of the ability to seek reimbursement on paid claims that were underpaid (hereafter “Settlement Payment”) because of the FY20 cost containment emergency regulations that were filed on June 29, 2019 and were effective on July 1, 2019. These regulations were adopted as part of the department’s efforts to meet its FY20 appropriation for the Medicaid program.
2. A Settlement Payment will be based upon a Provider’s total impacted paid claims for services during the relevant period and is dependent on a number of factors as set forth in No. 3 below. For purposes of this Agreement, the relevant period is as follows:
 - a. For all Providers, except mental health physician clinic services, claims will be evaluated to add back in the reduction and inflationary freeze between July 1, 2019 or August 1, 2019 (depending on when the emergency regulation rates when into effect) through September 30, 2019; and
 - b. For mental health physician clinic services, claims will be evaluated to add back in the reduction and inflationary freeze July 1, 2019 through October 30, 2019.
3. DHSS has determined that there are a number of categories of Providers who may be eligible for a Settlement Payment as described in Provider Type and Specialty Count (Exhibit B), and summarized below:
 - a. 5% plus inflation starting July 1, 2019 (page 1)
 - b. 5% from August 1, 2019 and inflation from July 1, 2019 (pages 2-3)
 - c. 5% only from July 1, 2019 (page 4)
 - d. Inflation only from July 1, 2019 (page 5)
 - e. Inflation only from July 1, 2019 through August 1, 2019 (page 6)
4. Some providers’ claims were not impacted by the emergency regulations and are therefore not eligible for a Settlement Payment. DHSS has identified those non-impacted providers are listed in Provider Type and Specialty Count (Exhibit B), pages 7-8.
5. In order to be eligible for a Settlement Payment, a Provider must submit the required form (Emergency Cost Containment Reimbursement Adjustment Request form, attached to this Agreement as Exhibit C) indicating they intend to request a Settlement Payment as set forth in Paragraph 8. To receive a Settlement Payment, a Provider will have to have submitted claims to the MMIS by December 1, 2019 for processing and payment verifying that the services eligible for the Settlement Payments were provided, as described in Paragraph 9.
6. The RA notice that shall be made in the first weekly RA cycle after the Agreement is signed will include links to the Emergency Cost Containment Reimbursement Adjustment Request form and this Agreement.

7. On or before **November 1, 2019**, any Provider who believes it is eligible for a Settlement Payment must submit the Emergency Cost Containment Reimbursement Adjustment Request form to the following:
 - a. ASHNHA members must submit their form to the ASHNHA mailbox (info@ashnha.com).
 - b. Other Providers must submit their forms to the HIT mailbox (hss.hitinfo@alaska.gov) and use the subject line "Settlement".
8. Failure to submit the form by **November 1, 2019**, means the Provider has waived any right to a Settlement Payment.
9. If a form is timely filed, the Provider must also submit all claims for the relevant period to the MMIS for processing and payment no later than **December 1, 2019**. For inpatient providers, these submissions can include interim claims.
10. Providers agree that any claims not submitted by December 1, 2019 and paid in the department's next regular payment disbursement are not eligible for a Settlement Payment.
11. Once all impacted claims have been submitted and paid, the Settlement Payment will be calculated by the department using one of the following formulas as appropriate for the Providers and dates set forth in Exhibit B:
$$\frac{(\text{Total paid claims amount during applicable time period} * 5\%) + (\text{Total paid claims amount during applicable time period} * (\text{applicable inflation rate}))}{\text{Total paid claims during applicable time period} * (\text{applicable inflation rate})}$$
12. The department shall make Settlement Payments as soon as possible but no later than April 1, 2020.
13. Reconsideration of the amount of Settlement Payment is available only if the Provider believes that the aggregate Settlement Payment for that Provider was wrong by a factor of more than 20%. If that is the case the Provider has 10 calendar days from the date of receipt of the Settlement Payment to contact the department at hss.hitinfo@alaska.gov using the subject line "Settlement" and provide evidence that the Settlement Payment by the department was incorrect. If reconsideration is sought, the provider has the burden of demonstrating that the department paid claims amount is incorrect.

Example: If the department said that the paid claims were \$1000, but the provider thought the paid claims were \$1250, the provider can seek reconsideration; however, if the provider thought the paid claims were \$1200, reconsideration is not available.

14. Any questions regarding the settlement terms or calculations shall be directed as follows;
- a. ASHNHA members may contact the ASHNHA office.
 - b. Other Providers may contact hss.hitinfo@alaska.gov using the subject line "Settlement".

Provider Type and Specialty Count

If settlement occurs, will receive 5% plus inflation (note - inflation varies by provider type) effective 7/1/2019

Provider Type	Provider Specialty	Effective Date
001 - General Hospital	050 - Small Hospital	7/1/2019
	051 - Sole Community hospital	
	119 - Administrative Wait bed	
	143 - Children's Hospital	
	144 - General Hospital	
	145 - Administrative Wait Specialized	
	{blank}	
002 - Inpatient Psychiatric Hospital	All	7/1/2019
061 - Care Coordination Agency	Note - some care coordination codes that are under Long Term Care Services and Supports Targeted Case Management (LTSS), which is a state plan service, were cut 5% and had inflation frozen. Other waiver care coordination services are waiver services that just had inflation froze. It is done based on procedure code, not provider type and/or provider speciality code.	7/1/2019
062 - Ambulatory Surgical Center	All	7/1/2019
068 - Care Coordinator	Note - some care coordination codes that are under Long Term Care Services and Supports Targeted Case Management (LTSS), which is a state plan service, were cut 5% and had inflation frozen. Other waiver care coordination services are waiver services that just had inflation froze. It is done based on procedure code, not provider type and/or provider speciality code.	7/1/2019
094 - Personal Care Assistant	All	7/1/2019
095 - Personal Care Agency	All	7/1/2019
107 - Behavioral Health	All	7/1/2019

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Provider Type and Specialty Count

If settlement occurs, these providers will receive inflation from 7/1/2019 to 8/1/2019, and then 5% and inflation from 8/1/2019 to final date..

Provider Type	Provider Specialty	Effective Date
020 - Physician (MD)	002 - General Surgery	See note above for all
	003 - Allergy	
	004 - Otolaryngology, Rhinology	
	005 - Anesthesiology	
	006 - Cardiovascular Disease	
	007 - Dermatology	
	010 - Gastroenterology	
	011 - Internal Medicine	
	012 - Manipulative Therapy	
	013 - Neurology	
	014 - Neurological Surgery	
	017 - Otolaryngology, Rhinology, Ophthalmology	
	018 - Ophthalmology	
	020 - Orthopedic Surgery	
	021 - Pathologic Anatomy; Clinical Pathology	
	022 - Pathology	
	023 - Peripheral Vascular Diseases Or Surgery	
	024 - Plastic Surgery	
	025 - Physical Medicine And Rehabilitation	
	026 - Psychiatry - Psychology	
	027 - Psychiatry - Neurology	
020 - Physician (MD)	029 - Pulmonary Diseases	
	030 - Radiology	
	032 - Radiation Therapy	
	033 - Thoracic Surgery	
	034 - Urology	
	036 - Nuclear Medicine	
	038 - Neonatology	
	039 - Nephrology	
	040 - Hand Surgery	
	041 - Pediatric Cardiology	
	042 - Pediatric Surgery	
	043 - Allergy Pediatric	
	045 - Hematology	
	046 - Oncology	
	061 - Oral and Maxillofacial Surgeon	
	093 - Emergency Medicine	

Provider Type	Provider Specialty	Effective Date
	{blank}	
021 - Health Professional Group	005 - Anesthesiology	
	030 - Radiology	
	200 - NO SPECIALTY	
	{blank}	
025 - Chiropractor	All	
030 - Dentist	All	
033 - Physician Assistant	094 - Medical	
	095 - Surgery	
	200 - NO SPECIALTY	
	{blank}	
034 - Advance Practice PRN	026 - Psychiatry - Psychology	
	046 - Oncology	
	122 - Acute Care/Emergency	
	123 - Neonatal	
	124 - Family Psychiatric/Mental Health	
	131 - Adult Psychiatric/Mental Health	
	{blank}	
035 - Optometrist	All	
036 - Podiatrist	All	
039 - Physical Therapist	All	
040 - Speech Therapist	All	
041 - Occupational	All	
042 - Psychologist	All	
043 - Audiologist	All	
045 - Outpatient Occ, Speech, and PT center	All	
063 - Licensed Practical Nurse	All	
064 - Registered Nurse	All	
075 - Optician	All	
081 - Radiology Provider	All	
117 - CRNA	All	

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Provider Type and Specialty Count

If settlement occurs, will receive 5% effective 7/1/2019 (these services don't receive inflation from AK Medicaid)

Provider Type	Provider Specialty	Effective Date
003 - RPTC	Only in-state, out of state was unaffected	7/1/2019
058 - Private Duty Nursing Agency	All	7/1/2019
082 - Ground Ambulance Service	All	7/1/2019
086 - Wheelchair Van Services	All	7/1/2019
087 - Prematernal Home	All	7/1/2019
088 - Hotel/Motel with Restaurant	All	7/1/2019
089 - Hotel/Motel without Restaurant	All	7/1/2019
097 - Free Standing Birthing Center	All	7/1/2019
102 - Air Ambulance	All	7/1/2019
123 - Board Certified Behavior Analyst	All	7/1/2019
125 - Autism Behavior Technician	All	7/1/2019

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Provider Type and Specialty Count

If settlement occurs, these provider types will receive inflation effective 7/1/2019

Provider Type	Provider Specialty	Effective Date
047 - Home Community Based Agency	All	7/1/2019
048 - Residential Supported Living Arrangement	All	7/1/2019
057 - Targeted Case Management	073 - Infant Learning Program	7/1/2019
061 - Care Coordination Agency	Note - some care coordination codes that are under Long Term Care Services and Supports Targeted Case Management (LTSS), which is a state plan service, were cut 5% and had inflation frozen. Other waiver care coordination services are waiver services that just had inflation froze. It is done based on procedure code, not provider type and/or provider speciality code.	7/1/2019
068 - Care Coordinator	Note - some care coordination codes that are under Long Term Care Services and Supports Targeted Case Management (LTSS), which is a state plan service, were cut 5% and had inflation frozen. Other waiver care coordination services are waiver services that just had inflation froze. It is done based on procedure code, not provider type and/or provider speciality code.	7/1/2019

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Provider Type and Specialty Count

If settlement occurs, these providers will need to receive inflation from 7/1/2019 - 8/1/2019

Provider Type	Provider Specialty	Effective Date
020 - Physician (MD)	001 - General Practice	See note above for all
	008 - Family Practice	
	009 - Gynecology	
	016 - Obstetrics and Gynecology	
	049 - Pediatrics	
	054 - Obstetrics	
021 - Health Professional Group	008 - Family Practice	
034 - Advance Practice PRN	008 - Family Practice	
	016 - Obstetrics and Gynecology	
	049 - Pediatrics	
	125 - Adult Health	
	126 - Nurse Midwife	
	127 - Women's Health/OB-GYN	
	128 - Family Health	
	129 - Pediatric	
	130 - Gerontological	
046 - Direct Entry Midwife	126 - Nurse Midwife	
	{blank}	
050 - School Based Services	{blank}	
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Provider Type and Specialty Count

If settlement occurs, these provider types will not be affected

Provider Type	Provider Specialty	Effective Date
001 - General Hospital	052 - Critical Access	N/A
	118 - Swing Bed	
005 - Tribal Hospital	All	N/A
008 - Tribal Clinic	All	N/A
010 - SNF/ICF Facility	Affected by UPL issue, not by regulations	N/A
028 - Intermed Care Facility Mentally Retarded	All	N/A
044 - Hearing Aid Supplier	All	N/A
049 - Environmental Modifications	All	N/A
051 - Federally Qualified Health Center	All	N/A
052 - Public Health Services	All	N/A
053 - Behavioral Health Aide-Practitioner	All	N/A
054 - Family Planning Clinic	All	N/A
055 - Community Health Aide/Practitioner	All	N/A
057 - Targeted Case Management	072 - Tribal	N/A
059 - Hospice	All	N/A
060 - Home Health Agency	All	N/A
065 - Pub Hlth Nurse	All	N/A
066 - EPSDT Screeners	All	N/A
070 - Pharmacy	All	N/A
071 - Prosthetic & Orthotic Supplier	All	N/A
072 - Respiratory Therapist	All	N/A
074 - Vision Contractor	All	N/A
076 - Medical Supplier	All	N/A
078 - Home Infusion Therapy	All	N/A
080 - Independent Laboratory	All	N/A
083 - Taxi	All	N/A
084 - Travel Agency or Business	All	N/A
090 - Travel Business/Broker	All	N/A
100 - Other Transportation	All	N/A
105 - Licensed Clinical Social Worker	All	N/A

Provider Type	Provider Specialty	Effective Date
108 - Behavioral Rehabilitation	All	N/A
110 - Dental Health Aide Therapist	All	N/A
112 - ESRD Free Standing or Indep Facility	All	N/A
114 - Nutritionist	All	N/A
116 - Dietician	All	N/A

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Emergency Cost Containment Reimbursement Adjustment Request

The Department of Health and Social Services (DHSS) adopted emergency cost containment regulations that reduced reimbursement rates and froze inflation for most provider types, effective July 1, 2019 or August 1, 2019. For all services except mental health physician clinics, DHSS has delayed implementation of these regulations until October 1, 2019; mental health physician clinic services regulations are delayed until October 30, 2019. If you submitted claims for services provided between July 1, 2019 - September 30, 2019 or August 1, 2019 - October 30, 2019 and you wish to be reimbursed at the full, non-reduced rate, submit this completed and signed form by **November 1, 2019** to:

- Email to XXXXXXXX.XXXXXXXXXX@XXXXXXXXXX.XXX or
- Facsimile to XXX.XXX.XXXX

Provider name _____ Provider ID number _____

Contact Name _____ Telephone number _____
00000

I understand that:

- The adjustment that is being offered is the result of a settlement agreement between the Alaska State Hospital and Nursing Home Association and DHSS (Case No 3 AN 19-8244 CI).
- This form must be submitted by **November 1, 2019** indicating intent to seek reimbursement for eligible claims to be considered for a reimbursement adjustment.
- Only the claims with dates of service as set forth above, and that were subject to the emergency cost containment regulations, are eligible for adjusted reimbursement.
- Claims for dates of service July 1, 2019 - September 30, 2019 or August 1, 2019 - October 30, 2019 must be submitted by **December 1, 2019** through MMIS to be considered for adjustment.
- Claims submitted with billing errors that result in suspended or denied status that have not been resolved by December 1, 2019 will be excluded and are not eligible for reimbursement adjustment;
- Reimbursement adjustments will be made in aggregate; individual claims will not be reprocessed; instead an overall percentage adjustment payment will be made to each provider that submits an adjustment request.
- DHSS shall make settlement agreement payment adjustments as soon as possible but no later than April 1, 2020.
- While a Provider may contact DHSS and ask for a recalculation if it believes a material error (20% or more) has been made, and DHSS must consider the recalculation request in good faith, DHSS's final reimbursement adjustment decision is final; Provider appeal rights do not apply.

I certify that I am the enrolled provider indicated above, or I am an authorized representative with signatory authority to request reimbursement adjustment.

Signature: _____

Printed Name: _____ Date: _____

FOR DEPARTMENT OF HEALTH AND SOCIAL SERVICES USE ONLY

Approved by: _____ Date: _____
signature
Reimbursement Adjustment Amount: _____

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

ALASKA STATE HOSPITAL AND
NURSING HOME ASSOCIATION, an
Alaska non-profit corporation,

Plaintiff,

v.

STATE OF ALASKA, DEPARTMENT
OF HEALTH AND SOCIAL SERVICES,

Defendant.

Case No. 3AN-19-08244CI

STIPULATION FOR DISMISSAL

Plaintiff Alaska State Hospital and Nursing Home Association and Defendant Department of Health and Social Services, by and through undersigned counsel, having executed the settlement agreement attached hereto as Exhibit A, hereby stipulate pursuant to Civil Rule 41(a)(1)(B) that this action shall be dismissed with prejudice.

RESPECTFULLY SUBMITTED at Anchorage, Alaska this ____ day of October 2019.

HOLMES WEDDLE & BARCOTT, PC
Attorneys for Plaintiff Alaska State Hospital
and Nursing Home Association

By: _____

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By: _____
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ORDER

It is so ordered.

DATED at Anchorage, Alaska this _____ day of _____ 2019.

The Honorable Jennifer Henderson
Superior Court Judge